Supreme Court, U.S.
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No. 87-1177

IN THE

SUPREME COURT OF THE UNITED STATES

OCTOBER TERM, 1987

BURLINGTON NORTHERN JOINT PROTECTIVE BOARD, BROTHERHOOD RAILWAY CARMEN DIVISION, TRANSPORTATION COMMUNICATIONS UNION, *Petitioner*

v.

BURLINGTON NORTHERN RAILROAD COMPANY and BURLINGTON NORTHERN INC., *Respondents*

Brief in Opposition to Petition for Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

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QUESTIONS PRESENTED FOR REVIEW*

1. Did both the district court and court of appeals properly conclude that they lacked subject matter jurisdiction of the complaint of Brotherhood Railway Carmen Division, Transportation Communications Union ("Union"), because the Union invoked arbitration under employee protective conditions imposed by the Interstate Commerce Commission ("ICC"), pursuant to the Interstate Commerce Act ("ICA"), 49 U.S.C. § 11341 et seq.?

2. Did both the district court and court of appeals properly conclude that § 2, First of the Railway Labor Act, 45 U.S.C. § 152, First, did not provide subject matter jurisdiction for a claim by the Union that it had a right to discovery of information in federal court for its arbitration under the employee protective conditions imposed by the ICC under the ICA?

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IN THE

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OCTOBER TERM, 1987

BURLINGTON NORTHERN JOINT PROTECTIVE BOARD, BROTHERHOOD RAILWAY CARMEN DIVISION, TRANSPORTATION COMMUNICATIONS UNION, *Petitioner*

v.

BURLINGTON NORTHERN RAILROAD COMPANY and BURLINGTON NORTHERN INC., *Respondents*

Brief in Opposition to Petition for Writ of Certiorari to the United States Court of Appeals for the Eighth Circuit

Respondents Burlington Northern Railroad Company and Burlington Northern Inc. ("BN") request that the petition for writ of certiorari to the United States Court of Appeals for the Eighth Circuit filed by petitioner Burlington Northern Joint Protective Board, Brotherhood Railway Carmen Division, Transportation Communications Union ("Union") be denied.

JURISDICTION

Though the Union has sought a writ of certiorari under 28 U.S.C. § 1254(1), federal courts lack subject matter jurisdiction over the instant dispute between the Union and BN because the dispute concerns the employee pro-

tective conditions established by the Interstate Commerce Commission ("ICC") pursuant to its jurisdiction under the Interstate Commerce Act ("ICA"), 49 U.S.C. §§ 11341(a), 11347.

On August 7, 1986, the Union filed a four-count complaint in the United States District Court for the Western District of Missouri, Southern Division, alleging BN had committed violations of § 2, First and Second of the Railway Labor Act ("RLA") and § 11343, *et seq.* of the ICA. The district court, after a full one-day hearing of both oral argument and witness testimony, dismissed the Union's complaint for want of subject matter jurisdiction, because it had found that arbitration had been invoked under the *New York Dock* conditions imposed by the ICC in *Burlington Northern Inc., Control and Merger – St. Louis-San Francisco Ry. Co.*, Finance Docket No. 28583, 360 I.C.C. 788 (1980) ("BN-Frisco merger"). The district court additionally determined that any request for discovery of information for use in the ICC arbitration should be decided by the specific arbitration panel selected under the *New York Dock* conditions. The court of appeals affirmed.

STATUTES INVOLVED

This case arises under the ICA, specifically, 49 U.S.C. §§ 11341 and 11347, which provide:

§ 11341. Scope of authority

(a) The authority of the Interstate Commerce Commission under this subchapter is exclusive. A carrier or corporation participating in or resulting from a transaction approved by or exempted by the Commission under

this subchapter may carry out the transaction, own and operate property, and exercise control or franchises acquired through the transaction without the approval of a State authority. A carrier, corporation, or person participating in that approved or exempted transaction is exempt from the antitrust laws and from all other law, including State and municipal law, as necessary to let that person carry out the transaction, hold, maintain, and operate property, and exercise control or franchises acquired through the transaction. However, if a purchase and sale, a lease, or a corporate consolidation or merger is involved in the transaction, the carrier or corporation may carry out the transaction only with the assent of a majority, or the number required under applicable State law, of the votes of the holders of the capital stock of that corporation entitled to vote. The vote must occur at a regular meeting, or special meeting called for that purpose, of those stockholders and the notice of the meeting must indicate its purpose.

§ 11347. Employee protective arrangements in transactions involving rail carriers

When a rail carrier is involved in a transaction for which approval is sought under sections 11344 and 11345 or section 11346 of this title, the Interstate Commerce Commission shall require the carrier to provide a fair arrangement at least as protective of the interest of employees who are affected by the transaction as the terms imposed under this section before February 5, 1976, and the terms established under section 405 of the Rail Passenger Service Act (45 U.S.C. 565). Notwithstanding this subtitle, the arrangement may be made by the rail carrier and the authorized representative of its

employees. The arrangement and the order approving the transaction must require that the employees of the affected rail carrier will not be in a worse position related to their employment as a result of the transaction during the 4 years following the effective date of the final action of the Commission (or if an employee was employed for a lesser period of time by the carrier before the action became effective, for that lesser period).

STATEMENT OF THE CASE

On May 14, 1986, BN notified all employees, as well as the general chairmen of the employees' respective labor organizations, of: 1) the transfer of all freight car repair work from the Springfield, Missouri, shop to the Havelock, Nebraska, shop, 2) the abolishment of 25 carmen positions at Springfield, and 3) the establishment of those positions at Havelock. (Clyde M. Illg affidavit, ¶ 3.) The notice was provided pursuant to the National Mediation Agreement of September 25, 1964 ("Mediation Agreement"). (Illg affidavit, ¶ 3.) After the notice had been served, numerous meetings were held between BN and the Union. (Tr. 85-87.) Locally in the Springfield area, regional Labor Relations personnel of BN met with local Union officers. (Tr. 65, 66, 68-69, 71.)

Concurrently with these local meetings, BN's Assistant Vice President of Labor Relations, Mr. Clyde M. Illg, and the General Chairman of the Union, Mr. Robert K. Schafer, Jr. , held meetings concerning the May 14, 1986, notice. (Tr. 19, 33, 85-87.) The first meeting between Messrs. Schafer and Illg was on May 27, 1986.

Thereafter, Messrs. Schafer and Illg conducted telephone conferences and exchanged correspondence. (Tr. 86.) At a June 30, 1986, meeting and by letter of July 2, 1986, the Union invoked arbitration under the *New York Dock* conditions. (Tr. 38.) After July 2, 1986, correspondence that was exchanged between Messrs. Schafer and Illg primarily concerned issues dealing with the arbitration of whether or not the closure of the Springfield shop and transfer of work to Havelock was a "transaction" under the *New York Dock* conditions of the BN-Frisco merger order. (Tr. 38-40).

In general, the Mediation Agreement, which is a collectively bargained agreement under the RLA, 45 U.S.C. § 151, *et seq.*, provides that the carrier can make certain operational changes after giving a 90-day notice. If employees are displaced or dismissed as a result of those changes, protective benefits may be applicable. (Illg affidavit at ¶ 5; Tr. 83.) In the event of a dispute concerning the interpretation or application of the Mediation Agreement, arbitration is provided as part of the dispute resolution procedure. See Article I, Section 12 and Article IV. (Illg affidavit, Ex. A; Tr. 84.)

The ICC's approval of the BN-Frisco merger was conditioned upon labor protection for employees of both the St. Louis-San Francisco Railway Company and Burlington Northern Inc. and such protection was referred to as *New York Dock* conditions. See 360 I.C.C. at 1182. Sections 4 and 11 of the *New York Dock* conditions are applicable to disputes arising from the effects of the BN-Frisco merger. A "transaction" is defined in the *New York Dock* conditions as an action taken pursuant to the authorizations of the ICC. See § 1(a). If the carrier

believes its change is not a "transaction", but the union contests or objects to the change, then the parties pursue that dispute through § 11 of the *New York Dock* conditions. (Tr. 55-57.)

Prior to BN serving the May 14, 1986 notice, BN had experienced a steady decline of business, and on December 30, 1985, served a notice under Rule 27 of the Schedule Agreement between the former St. Louis-San Francisco Railway Company and the Union, as revised April 1, 1977 ("Frisco Schedule Agreement"). (Illg affidavit at ¶ 9.) BN informed the Union that the furloughing of those carmen was due to a decline in business and thus was permitted by Rule 27 of the Frisco Schedule Agreement. (Illg affidavit at ¶ 9.) The Union responded by invoking arbitration under § 11 of the *New York Dock* conditions. The Union's position was that the December 30 furlough was an action taken by BN in anticipation of a transaction – the closure of the Springfield shop.

After invoking arbitration concerning those furloughs, the Union sent BN a letter dated March 19, 1986, requesting certain information concerning the furloughs of December 30, 1985. BN informed the Union at various conferences that its request for pre-arbitration information was not proper either under (1) the Mediation Agreement, (2) the Frisco Schedule Agreement, or (3) § 11 of *New York Dock* conditions. However, BN informed the Union that it would provide all of the requested information that was important and relevant under any of the above agreements. Such information was furnished by letter on August 14, 1986. (Illg affidavit at ¶ 10.) BN and the Union proceeded to arbitration under the *New York Dock* conditions.

REASONS FOR DENYING THE WRIT

I.

The court of appeals decision affirmed well-established law that disputes arising out of employee protective conditions are within the exclusive jurisdiction of the ICC under the ICA.

BN requests this Court to deny the Union's petition for writ of certiorari. Decisions of both the district court and the court of appeals do not conflict with any decision of this Court, nor is there any conflict with decisions of other circuit courts of appeals. Moreover, the decisions by the courts below on the facts of record followed the prevailing law and, therefore, were correct in their holdings. This cause should not be reviewed by this Court through the Union's petition for writ of certiorari.

As determined by the courts below, the Union had invoked binding arbitration under § 11 of the *New York Dock* conditions of the ICC order in *Burlington Northern Inc., Control and Merger–St. Louis-San Francisco Ry. Co.*, Finance Docket No. 28583, 360 I.C.C. 788 (1980) ("BN-Frisco merger"). The prevailing case law has established that when a carrier and rail union have a dispute arising under employee protective conditions established by the ICC, the jurisdiction of the ICC is exclusive, and federal courts lack subject matter jurisdiction to decide the dispute between the carrier and the rail union. See *Sorenson v. Chicago and North Western Trans. Co.*, 627 F.2d 136 (8th Cir. 1980); *Brotherhood of Locomotive Engineers v. Chicago and North Western Ry. Co.*, 314 F.2d 424 (8th Cir. 1963), *cert. denied*, 375 U.S. 819 (1963). See also *Missouri Pacific R.R. Co. v.*

United Transportation Union, 782 F.2d 107 (8th Cir. 1986), *cert. denied*, ___ U.S. ___, 107 S. Ct. 3209 (1987); and *United Transportation Union v. Norfolk & Western Ry. Co.*, 822 F.2d 1114 (D.C. Cir. 1987), *cert. denied*, ___ U.S. ___, 98 L.Ed.2d 651 (1988).

Courts have specifically found that disputes arising out of the *New York Dock* conditions are within the exclusive jurisdiction of the ICC and the federal courts lack subject matter jurisdiction. *Atkins v. Louisville and Nashville Railroad Company*, 819 F.2d 644 (6th Cir. 1987); *Hoffman v. Missouri Pacific R.R. Co.*, 806 F.2d 800 (8th Cir. 1986); *Walsh v. United States*, 723 F.2d 570 (7th Cir. 1983); *Atkinson v. Union Pacific R. Co.*, 628 F.Supp. 1117 (D.C. Kan. 1985); *Bond v. Union Pacific R. Co.*, 601 F.Supp. 329 (D.C. Ne. 1984); *McKeon v. Toledo, Peoria and Western R. Co.*, 595 F.Supp. 766 (C.D. Ill. 1984); *Swartz v. Norfolk and Western Railway Co.*, 589 F.Supp. 743 (E.D. Mo. 1984).

Furthermore, arbitration awards concerning disputes over employee protective conditions shall be appealed to the ICC and then to the circuit courts of appeals. See *United Transportation Union v. Norfolk & Western Ry. Co.*, *supra*. Any issue concerning discovery of documents and information is properly addressed to the arbitration committee, to the ICC, and then to the court of appeals. The decisions of the courts below clearly followed this prevailing law.

The court of appeals' opinion in no way conflicts with this Court's decision in *Chicago and North Western Railway Co. v. United Transportation Union*, 402 U.S. 570 (1971). In that case, the rail carrier and rail union were

involved in a "major" dispute under § 6 of the RLA, 45 U.S.C. § 156. The narrow question presented to this Court was whether § 2, First of the RLA, 45 U.S.C. § 152, First, imposed a legal obligation upon carriers and employees to bargain and not whether the evidence presented to the court was sufficient to show a violation of § 2, First of the RLA. This Court decided that § 2, First was designed to be such a legal obligation enforceable by whatever appropriate means might be developed on a case-by-case basis. This case has no applicability to the matter before this Court. Because the parties here were proceeding under the *New York Dock* conditions that were imposed by the ICC, the parties were within the jurisdiction of the ICC and not subject to the RLA. See *United Transportation Union v. Norfolk & Western Ry. Co.*, 822 F.2d at 1123; *Brotherhood of Locomotive Engineers v. Boston & Maine Corporation*, 788 F.2d 794 (1st Cir. 1986) *cert. denied*, ___ U.S. ___, 107 S. Ct. 111 (1986); *Missouri Pacific R.R. Co. v. United Transportation Union, supra.*

Both the district court and court of appeals followed well-established case law by holding that the dispute between the Union and BN was subject to the exclusive jurisdiction of the ICC under the ICA. Here, the Union submitted to the jurisdiction of the ICC by invoking § 11 of the *New York Dock* conditions imposed as a result of the BN-Frisco merger order. The decisions below, therefore, are in conformity with the decisions of other circuits when they determined that they lacked subject matter jurisdiction over the dispute between the Union and BN.

II.

The district court and court of appeals correctly held that they lacked jurisdiction over discovery requests for information in disputes arising out of the employee protective conditions.

The Union complains that the court of appeals' decision runs afoul of *Chicago and North Western Ry. Co. v. United Transportation Union, supra; NLRB v. Truitt Manufacturing Co.*, 351 U.S. 149 (1956); and *NLRB v. Acme Industrial Co.*, 385 U.S. 432 (1967). These decisions of this Court do not conflict with the court of appeals' decision.

This is not a case of refusal to provide information. BN did provide information to the Union. Any dispute concerning the information to be provided to the Union for its use in arbitration under the *New York Dock* conditions is subject to the jurisdiction of the arbitration committee and the ICC. See *United Transportation Union v. Norfolk & Western Ry. Co., supra.* Moreover, BN established, without any evidence submitted to the contrary by the Union, that arbitration committees, under the *New York Dock* conditions, have the jurisdiction to rule on a discovery request and the relevancy of such a request. If the Union believes that it did not receive appropriate information from BN for pursuit of its arbitration under § 11 of the *New York Dock* conditions, it was either appropriate for the Union to pursue such discovery before the arbitration committee under § 11 or to proceed to the ICC for such relief. See *United Transportation Union v. Norfolk & Western Ry. Co., supra.*

The Union's claim that the duty to furnish information is a statutory duty imposed by § 2, First of the RLA also fails. This Court's decision in *Chicago and North Western Ry. Co.* finds no such duty in the RLA. Even if there was such a duty under the RLA, it is preempted by the exclusive jurisdiction of the ICC in this dispute between BN and the Union. See 49 U.S.C. § 11341(a); *United Transportation Union v. Norfolk & Western Ry. Co.*, 822 F.2d at 1123.

Truitt Manufacturing Co. and *Acme Industrial Co.* do not apply to the present dispute. The requests for information in *Truitt Manufacturing Co.* arose during bargaining by the company and the union over a collective bargaining agreement under the National Labor Relations Act ("NLRA"), 29 U.S.C. § 151, *et seq.* The union claimed that the company must furnish information because of a claim it made during the bargaining process. When the company refused to provide such information, the union brought an unfair labor practice charge to the National Labor Relations Board ("NLRB"), the agency established by Congress to adjudicate and resolve such issues. This Court determined in *Truitt* that it may be an unfair labor practice for the employer not to furnish information to the union when the employer had made a claim of lack of financial well-being during the bargaining process and that the NLRB was the appropriate agency to handle such disputes on a case-by-case basis. See *NLRB v. Superior Forwarding, Inc.*, 762 F.2d 695 (8th Cir. 1985). Here, there is no bargaining process over any collective bargaining agreement. Even if the RLA applied, there is no agency set up under the RLA to handle such information disputes when the parties are pro-

ceeding to negotiate an agreement under § 6 of the RLA ("major" dispute), 45 U.S.C. § 156.

In *Acme Industrial Co.*, this Court held that under the NLRA the union had the right to request information for arbitration. This Court also found that the NLRB was the appropriate agency to handle a dispute over such a request. Moreover, the appropriate agency to handle such a dispute when the parties are proceeding under § 3, First(i) of the RLA, 45 U.S.C. § 153, First(i) ("minor" dispute) is the appropriate arbitration board. Here, however, the appropriate agency to resolve the discovery dispute is the *New York Dock* arbitration committee, the ICC, or the court of appeals.

The Union argues that the district court should be the agency to handle these discovery disputes and utilize the discovery rules under the Federal Rules of Civil Procedure, 28 U.S.C. R 26-37, to permit the unions to discover any type of information it desires from an RLA carrier. If the RLA applied here, the only two cases that have addressed this issue hold that the courts are not to be used as discovery agencies for the unions to seek whatever information they desire from a rail carrier. In *Pacific Fruit Express v. Union Pacific*, 826 F.2d 920, 923 (9th Cir. 1987), the court held that the district courts were not to be used to enforce a request for information from the union under § 2, First of the RLA. The court went on to distinguish and find inapposite the cases that the Union relies upon here.

In *Brotherhood of Railway Carmen v. Pacific Fruit Express Co.*, 651 F.2d 651, 653 (9th Cir. 1981), the court held that the facts which needed to be disclosed by a rail

carrier to a rail union during an arbitration process under § 3, First (i) of the RLA should be initially determined by the arbitrator, and the federal court should not be used to discover information for arbitration. These cases, therefore, support the courts' decisions below that the federal courts should not be used as the discovery agency of rail unions to obtain any type of information from rail carriers in an RLA dispute.

Here, there is no RLA dispute, but a dispute under the *New York Dock* conditions subject to the exclusive jurisdiction of the ICC. Either the arbitration committee of the *New York Dock* conditions or the ICC would be the appropriate agency to handle discovery disputes in this case.

Lastly, this Court has said in *Oppenheimer Fund, Inc. v. Sanders*, 437 U.S. 340, 354 n. 17 (1978), that federal courts are not to be used to obtain discovery if the purpose is to gather information for use in a proceeding other than in the pending suit. In that footnote, the Court discussed a series of cases that have affirmed that principle. Here, the Union had petitioned the federal district court in a dispute in which the court had no subject matter jurisdiction to utilize the Federal Rules of Civil Procedure to obtain information for use in such a dispute. Such request by the rail union was inappropriate and was correctly determined to be improper by the district court and by the court of appeals.

The Union's position poses numerous practical problems for federal district courts. See *Pacific Fruit Express v. Union Pacific*, 826 F.2d at 923. If the dispute between the rail union and rail carrier is an RLA dispute

that involves the arbitration process under § 3, First (i), this Court should consider the tremendous number of these disputes that occur on rail carriers annually. Federal district courts would be besieged not only by employees, but also by rail unions seeking information from rail carriers over any dispute that was subject to arbitration under § 3, First (i) of the RLA. Even though the exclusive jurisdiction for such disputes rests with the appropriate arbitration board, the federal courts would then become involved not only in ordering discovery and in supervising discovery disputes, but also in the arbitration board's jurisdiction. There would be no end to the federal court's involvement. The Union's position, thus, runs afoul of well-established case law and Supreme Court precedent.

The court of appeals decision and the district court's opinion were correct and followed well-established principles of law that a federal district court will not be a discovery agency for a party's request for information when such information will be used in a proceeding other than the pending suit and in a dispute over which it lacks subject matter jurisdiction.

The Union seeks to raise facts which are outside the record established before the courts below. The Union's pursuit of claims under the Mediation Agreement was not before the courts below, since the Union only initiated those claims after the *New York Dock* arbitration committee convened. The issue before this Court pertains to the facts that were in the record and which show that the Union was pursuing ICC arbitration. The Union's attempt to extract itself from that finding by

alleging facts not in the record should not be the basis for granting the writ of certiorari.

Moreover, the question of whether the Union would be subject to a breach of duty of fair representation claim is absolute speculation. Therefore, the argument that the Union may face such a claim as a policy justification for federal courts to assert jurisdiction here is not a basis for granting the writ of certiorari.

CONCLUSION

For all of the above reasons, BN respectfully requests that this Court deny the Union's petition for writ of certiorari to the United States Court of Appeals for the Eighth Circuit.

Respectfully submitted,

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RULE 28.1 LISTING

BURLINGTON NORTHERN INC.

Subsidiaries and Affiliates

BN Financial Services Inc.

BN Geothermal Inc.

BN Leasing Inc.

Burlington Northern Foundation

Burlington Northern International Services Inc.

Burlington Northern Trading Company Inc.

Burlington Northern Motor Carriers Inc.

(See Page A-3)

Burlington Northern Overseas Finance Company N.V.

Burlington Northern Railroad Company

(See Page A-2)

CBR Distribution Corporation (50%)

Colt Intermodal Inc.

Glacier Park Company

Dreyer Bros., Inc.
Glacier Park Boulder Company
Glacier Park Denver Company
Glacier Park Gateway Company
Glacier Park Orillia Company I
Glacier Park Riverpoint Company
Glacier Park South Lander Company
Heritage Glacier Park Company
Kalispell Glacier Park Company
Tennessee Glacier Park Company

Glacier Park Liquidating Company

Meridian Minerals Company

Granite Falls Rock
Meridian Aggregates Company
Saxony Corporation

M-R Holdings (See Page A-4)

National Exchange, Inc. (90%)

National Exchange Satellite, Inc.

New Mexico and Arizona Land Company (50%)

NZ Development Corporation
NZ Properties, Inc.

Plum Creek Timber Company, Inc.

Plum Creek Foreign Sales Corporation

Research Applications Inc.

The El Paso Company (See Page A-3)

Burlington Northern Railroad Company

The Belt Railway Company of Chicago (8.33%)
Burlington Northern Dock Corporation
Burlington Northern (Manitoba) Limited
Burlington Northern Railroad Properties Inc.
Camas Prairie Railroad Company (50%)
Clarkland Royalty, Inc.
Davenport, Rock Island and North Western Railway Company (50%)
The Denver Union Terminal Railway Company (33.33%)
Houston Belt & Terminal Railway Company (12.5%)
Iowa Transfer Railway Company (25%)
Kansas City Terminal Railway Company (16.67%)
Keokuk Union Depot Company (40%)

The Lake Superior Terminal and Transfer Railway Company (66.67%)
Longview Switching Company (33.33%)
M T Properties, Inc. (37.77%)
Paducah & Illinois Railroad Company (33.33%)
Portland Terminal Railroad Company (40%)
Terminal Railroad Association of St. Louis (12.5%)
Trailer Train Company (9.76%)
Western Fruit Express Company
The Wichita Union Terminal Railway Company (33.33%)
Winona Bridge Railway Company
Electro Northern, Inc.
Northern Radio Ltd.
Burlington Northern World Wide, Inc.

Burlington Northern Motor Carriers Inc.

BNMC Leasing Inc.
Joplin Hiway, Inc.
Monkem Company, Inc.
Monroe Trucking Inc.
Mid-South Brokerage Inc.
Stoops Express, Inc.
Victory Freightway System, Inc.
VFS Brokerage Inc.
Wingate/Taylor Maid Transportation Inc.

The El Paso Company

El Paso Natural Gas Company (98.49%)
BEM Holding Corporation
El Paso Development Company
Ex-Mission Ranches, Inc.
Windjammer, Inc.
El Paso Gas Marketing Co.

El Paso Hydrocarbons Company
El Paso Frontera Corporation
El Paso Gas Transportation Company
El Paso Storage Company
West Lake Natural Gasoline Company
Odessa Natural Gasoline Co.
Odessa Pipeline Company
Pecos Company
El Paso Mojave Pipeline Co.
El Paso Natural Gas Clearinghouse Company
El Paso Production Company
Meridian Oil Holding Inc.
Meridian Oil Inc.
Butte Pipe Line Company (10%)
Meridian Oil Trading Inc.
Northern Rockies Pipe Line Company
Portal Pipe Line Company (50%)
Portal II Company
Meridian Oil Production Inc.
EPX Company
Meridian Oil Services Inc.
El Paso Power Development Company
(Shell Corporation)

M-R Holdings Inc.

Southland Royalty Company (60%)
Southland Gathering Company
Southland Pipeline Company
SRC Production Company
SRC Realty Company

M-R Holdings Acquisition Company

M-R Holdings Inc. No. 1 (Through No. 7)

Southland Royalty Company (40%)

Southland Gathering Company

Southland Pipeline Company

SRC Production Company

SRC Realty Company